

WHITE & CASE

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16544

RECORDATION NO. FILED 1429

1747 PENNSYLVANIA AVENUE N.W.  
WASHINGTON D.C.

333 SOUTH HOPE STREET, LOS ANGELES

200 SOUTH BISCAYNE BOULEVARD, MIAMI

20 PLACE VENDÔME, PARIS

66 GRESHAM STREET LONDON

BIRGER JARLSGATAN 14 STOCKHOLM

20-5, ICHIBANCHO CHIYODA-KU TOKYO

15 QUEEN'S ROAD CENTRAL HONG KONG

50 RAFFLES PLACE, SINGAPORE

CUMHURİYET CAĐDESI 12/10 ISTANBUL

ZIYA UR RAHMAN CAĐDESI 17/5 ANKARA

2013 WALI AL-AHD (P.O. BOX 2256) JEDDAH

SEP 29 1989 -1 40 PM

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INTERSTATE COMMERCE COMMISSION

September 29, 1989

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16544 -A

RECORDATION NO. FILED 1429

SEP 29 1989 -1 40 PM

Office of the Secretary  
Recordations Unit  
Room 2303

Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

16544-B

RECORDATION NO. FILED 1429

Attention: Ms. Mildred Lee

SEP 29 1989 -1 40 PM

Dear Ms. Lee:

INTERSTATE COMMERCE COMMISSION

Enclosed are an original and one certified true copy of each of the documents described below, to be recorded pursuant to 49 U.S.C. § 11303.

The first document, Lease Agreement No. 3, dated as of September 3, 1989, is a primary document. The names and address of the parties to such document are as follows:

The Connecticut National Bank  
777 Main Street  
Hartford, CT 06115

CSX Transportation, Inc.  
100 N. Charles Street  
Baltimore, MD 21201

The second document, Indenture and Security Agreement No. 3, dated as of September 3, 1989, is a primary document. The names and addresses of the parties to such document are as follows:

Enclosed for Ms. Lee

The Connecticut National Bank  
777 Main Street  
Hartford, CT 06115

Mercantile-Safe Deposit and Trust Company  
2 Hopkins Plaza  
Baltimore, MD 21203

The third document, Lease and Indenture Supplement No. 3, dated as of September 3, 1989, is a secondary document. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank  
777 Main Street  
Hartford, CT 06115

CSX Transportation, Inc.  
100 N. Charles Street  
Baltimore, MD 21201

Mercantile-Safe Deposit and Trust Company  
2 Hopkins Plaza  
Baltimore, MD 21203

A description of the equipment covered by each of these documents follows: Open Top Hopper Cars, Gondola Cars, 70-Ton Woodchip Hopper Cars, 100-Ton Woodchip Hopper Cars. The identifying marks for this equipment are provided in Appendix A attached hereto.

A filing fee of \$13.00 is enclosed. Please return the original and any extra copies needed by the Commission for recordation to the undersigned.

A short summary of the documents to appear in the index follows:

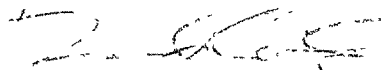
Lease Agreement No. 3 dated as of September 3, 1989, between The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee and CSX Transportation, Inc., as Lessee, covering up to 445 Open Top Hopper Cars, 11 Gondola Cars, 21 70-Ton

Woodchip Hopper Cars, and 42 100-Ton Woodchip Hopper Cars identified by the Lessee in Annex 1.

Indenture and Security Agreement No. 3, dated as of September 3, 1989, between The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, covering up to 445 Open Top Hopper Cars, 11 Gondola Cars, 21 70-Ton Woodchip Hopper Cars, and 42 100-Ton Woodchip Hopper Cars identified by the Lessee in Annex 1.

Lease and Indenture Supplement No. 3, dated as of September 3, 1989, among The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee, CSX Transportation, Inc., as Lessee, and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, covering up to 445 Open Top Hopper Cars, 11 Gondola Cars, 21 70-Ton Woodchip Hopper Cars, and 42 100-Ton Woodchip Hopper Cars identified by the Lessee in Annex 1.

Very truly yours,



David Eisenberg

Enclosures

cc: Marianne Rosenberg, Esq.  
Donna M. Mazzaferro, Esq.

LEASE AND INDENTURE SUPPLEMENT NO. 1

RECORDATION NO. 16544 / B  
FILED 1423

Dated September 29, 1989

SEP 29 1989 - 1 40 PM

Among

INTERSTATE COMMERCE COMMISSION

THE CONNECTICUT NATIONAL BANK,  
not in its individual capacity but solely as trustee,  
Lessor/Owner Trustee,

CSX TRANSPORTATION, INC.,  
Lessee

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
not in its individual capacity but solely as trustee,  
Indenture Trustee

OPEN TOP HOPPER CARS  
GONDOLA CARS  
70-TON WOODCHIP HOPPER CARS  
100-TON WOODCHIP HOPPER CARS

---

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 AND TO THE RAILCARS COVERED HEREBY ON THE PART OF THE CONNECTICUT NATIONAL BANK, AS OWNER TRUSTEE, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE UNDER AN INDENTURE AND SECURITY AGREEMENT NO. 3 DATED AS OF SEPTEMBER 3, 1989. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

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FILED WITH THE INTERSTATE COMMERCE COMMISSION  
PURSUANT TO 49 U.S.C. § 11303 ON \_\_\_\_\_, 1989  
AT \_\_\_\_ A.M. RECORDATION NUMBER \_\_\_\_\_.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 1, dated September 29, 1989, among THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement No. 3 dated as of September 3, 1989 (the "Trust Agreement") with MANUBANK LEASING CORPORATION, a Michigan corporation, CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland trust company, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H :

WHEREAS, Lessor, Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement No. 3 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement No. 3 (the "Lease") dated as of September 3, 1989, and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement No. 3 (the "Indenture"), each dated as of September 3, 1989 (capitalized terms used herein without definitions having the respective meanings set forth in Appendix X to the Lease);

WHEREAS, the Participation Agreement and the Lease provide that on each Closing Date Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Seller, the Railcars to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Closing Date;

WHEREAS, the Participation Agreement, the Lease, and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purposes of leasing the Railcars under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Railcars to the lien of the Indenture;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Indenture Trustee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Railcars listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Railcars for all purposes hereof and of the Lease as being in accordance with the Statement of Specifications attached as an exhibit to the Appraisal for such Railcars and in good working order.

3. The aggregate Lessor's Cost of the Railcars leased hereunder is \$15,626,600 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Open Top Hopper Car, Gondola Car, 70-ton Woodchip Car and 100-ton Woodchip Car leased hereunder are set forth on Schedule 1 hereto. The Stipulated Loss Values, Termination Values and Basic Rent set forth, respectively, on Schedules 2A, 3A and 4A hereto shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof, the Stipulated Loss Values, Termination Values and Basic Rent set forth, respectively, on Schedules 2B, 3B and 4B hereto shall be applicable in respect of the Gondola Cars, the 70-ton Woodchip cars and the 100-ton Woodchip Cars leased hereunder on the date hereof.

4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Indenture Supplement No. 1, on the Basic Term Commencement Date to pay Interim Rent to Lessor for each Railcar leased hereunder as provided for in the Lease and on each Payment Date during the Basic Term to pay Basic Rent to Lessor for each Railcar leased hereunder as provided for in the Lease.

5. In order to secure the prompt payment of the principal of and Premium, if any, and interest on the Notes issued on the date hereof and on the other Notes, Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto the Indenture Trustee in (i) the Railcars listed on Schedule 1 hereto and (ii) this Lease and Indenture Supplement No. 1, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its successors and its assigns for its and their own use and benefit forever.

6. All of the provisions of the Lease and the Indenture are hereby incorporated by reference in this Lease

and Indenture Supplement No. 1 to the same extent as if fully set forth herein.

7. This Lease and Indenture Supplement No. 1 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

8. This Lease and Indenture Supplement No. 1 is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor, Lessee and Indenture  
Trustee have caused this Lease and Indenture Supplement No.  
1 to be duly executed on the date and year set forth in the  
opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,  
not in its individual capac-  
ity but solely as Owner  
Trustee

By 

Title: **PHILIP G. KANE, JR.**  
**VICE PRESIDENT**

Lessee

CSX TRANSPORTATION, INC.

By \_\_\_\_\_

Title: \_\_\_\_\_

Indenture Trustee

[Corporate Seal]

Attest:

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY,  
not in its individual capac-  
ity but solely as Indenture  
Trustee

By \_\_\_\_\_

Title: Assistant Corporate  
Trust Officer

By \_\_\_\_\_

Title: Vice President



IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 1 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,  
not in its individual capacity but solely as Owner Trustee

By \_\_\_\_\_  
Title:

Lessee

CSX TRANSPORTATION, INC.

By A.B. [Signature]  
Title: **Treasurer**

Indenture Trustee

[Corporate Seal]

Attest:

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY,  
not in its individual capacity but solely as Indenture Trustee

By \_\_\_\_\_  
Title: Assistant Corporate  
Trust Officer

By \_\_\_\_\_  
Title: Vice President

IN WITNESS WHEREOF, Lessor, Lessee and Indenture  
Trustee have caused this Lease and Indenture Supplement No.  
1 to be duly executed on the date and year set forth in the  
opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,  
not in its individual capac-  
ity but solely as Owner  
Trustee

By \_\_\_\_\_  
Title:

Lessee

CSX TRANSPORTATION, INC.

By \_\_\_\_\_  
Title:

Indenture Trustee

[Corporate Seal]


MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY,  
not in its individual capac-  
ity but solely as Indenture  
Trustee

Attest:

By *L. Mandelik* By *[Signature]*  
Title: Assistant Corporate Title: Vice President  
Trust Officer

STATE OF Connecticut )  
COUNTY OF Hartford ) ss.: Hartford

On this 27th day of Sept, 1989, before me personally appeared Philip G. Kane Jr., to be personally known, who, being by me duly sworn, says that he is Vice President of The Conn Nat. Bank, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission Expires:

[Notary Seal]

DEBRA A. JOHNSON  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 19 90

STATE OF MARYLAND)

: SS.:

CITY OF BALTIMORE)

On this 26th day of September, 1989, before me personally appeared A. B. Aftoora, to be personally known, who, being by me duly sworn, says that he is Treasurer of CSX Transportation, Inc., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Karen Luebehusen  
Notary Public

My Commission Expires: July 1, 1990

[Notary Seal]



SCHEDULE 1  
to  
Lease and Indenture  
Supplement No. 1

SCHEDULE OF RAILCARS TO BE DELIVERED

Open Top Hopper Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
445	*	\$30,900	\$13,750,500

Gondola Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
11	*	\$24,700	\$271,700

70-ton Woodchip Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
21	*	\$20,800	\$436,800

100-ton Woodchip Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
42	*	\$27,800	\$1,167,600

\* See tables attached hereto.

PNC TRUST. NUMBER 3 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	805849
OPEN TOP HOPPER	CSXT	805850
	CSXT	805853
	CSXT	805860
	CSXT	805861
	CSXT	805866
	CSXT	805867
	CSXT	805868
	CSXT	805869
	CSXT	805870
	CSXT	805871
	CSXT	805872
	CSXT	805876
	CSXT	805877
	CSXT	805879
	CSXT	805880
	CSXT	805881
	CSXT	805883
	CSXT	805884
	CSXT	805885
	CSXT	805886
	CSXT	805887
	CSXT	805889
	CSXT	805890
	CSXT	805892
	CSXT	805898
	CSXT	805900
	CSXT	805903
	CSXT	805904
	CSXT	805907
	CSXT	805909
	CSXT	805912
	CSXT	805914
	CSXT	805915
	CSXT	805918
	CSXT	805920
	CSXT	805921
	CSXT	805923
	CSXT	805924
	CSXT	805925
	CSXT	805926
	CSXT	805930
	CSXT	805931
	CSXT	805933
	CSXT	805934
	CSXT	805936
	CSXT	805939
	CSXT	805940
	CSXT	805942
	CSXT	805944

PNC TRUST NUMBER 3 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	805945
CSXT	805947
CSXT	805950
CSXT	805956
CSXT	805958
CSXT	805961
CSXT	805964
CSXT	805968
CSXT	805971
CSXT	805972
CSXT	805973
CSXT	805976
CSXT	805977
CSXT	805979
CSXT	805980
CSXT	805981
CSXT	805983
CSXT	805986
CSXT	805997
CSXT	806002
CSXT	806003
CSXT	806004
CSXT	806005
CSXT	806006
CSXT	806007
CSXT	806009
CSXT	806010
CSXT	806013
CSXT	806017
CSXT	806019
CSXT	806020
CSXT	806023
CSXT	806027
CSXT	806028
CSXT	806032
CSXT	806033
CSXT	806034
CSXT	806036
CSXT	806037
CSXT	806039
CSXT	806040
CSXT	806044
CSXT	806047
CSXT	806057
CSXT	806063
CSXT	806070
CSXT	806080
CSXT	806082
CSXT	806086
CSXT	806087

PNC TRUST NUMBER 3 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	806089
CSXT	806107
CSXT	806125
CSXT	806127
CSXT	806133
CSXT	806134
CSXT	806137
CSXT	806142
CSXT	806148
CSXT	806150
CSXT	806158
CSXT	806163
CSXT	806168
CSXT	806177
CSXT	806181
CSXT	806191
CSXT	806194
CSXT	806195
CSXT	806197
CSXT	806199
CSXT	806203
CSXT	806207
CSXT	806214
CSXT	806225
CSXT	806226
CSXT	806227
CSXT	806231
CSXT	806242
CSXT	806244
CSXT	806247
CSXT	806253
CSXT	806269
CSXT	806271
CSXT	806273
CSXT	806277
CSXT	806280
CSXT	806282
CSXT	806283
CSXT	806284
CSXT	806302
CSXT	806303
CSXT	806306
CSXT	806317
CSXT	806325
CSXT	806327
CSXT	806331
CSXT	806335
CSXT	806338
CSXT	806339
CSXT	806341



PNC TRUST NUMBER 3 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	806352
CSXT	806358
CSXT	806366
CSXT	806370
CSXT	806379
CSXT	806383
CSXT	806389
CSXT	806391
CSXT	806400
CSXT	806404
CSXT	806432
CSXT	806435
CSXT	806441
CSXT	806448
CSXT	806453
CSXT	806458
CSXT	806471
CSXT	806474
CSXT	806476
CSXT	806477
CSXT	806488
CSXT	806505
CSXT	806515
CSXT	806520
CSXT	806521
CSXT	806530
CSXT	806535
CSXT	806537
CSXT	806539
CSXT	806540
CSXT	806549
CSXT	806556
CSXT	806567
CSXT	806568
CSXT	806569
CSXT	806574
CSXT	806578
CSXT	806584
CSXT	806585
CSXT	806596
CSXT	806599
CSXT	806600
CSXT	806610
CSXT	806611
CSXT	806620
CSXT	806622
CSXT	806624
CSXT	806625
CSXT	806628
CSXT	806632

PNC TRUST NUMBER 3 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
CSXT	806655
CSXT	806656
CSXT	806661
CSXT	806662
CSXT	806666
CSXT	806667
CSXT	806669
CSXT	806675
CSXT	806677
CSXT	806698
CSXT	806709
CSXT	806712
CSXT	806722
CSXT	806726
CSXT	806729
CSXT	806731
CSXT	806737
CSXT	806753
CSXT	806755
CSXT	806757
CSXT	806761
CSXT	806764
CSXT	806770
CSXT	806774
CSXT	806776
CSXT	806777
CSXT	806778
CSXT	806795
CSXT	806804
CSXT	806807
CSXT	806808
CSXT	806813
CSXT	806819
CSXT	806828
CSXT	806835
CSXT	806836
CSXT	806844
CSXT	806858
CSXT	806861
CSXT	806862
CSXT	806871
CSXT	806874
CSXT	806881
CSXT	806884
CSXT	806887
CSXT	806889
CSXT	806897
CSXT	806898
CSXT	806918
CSXT	806922

PNC TRUST NUMBER 3 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	806924
CSXT	806937
CSXT	806940
CSXT	806943
CSXT	806955
CSXT	806956
CSXT	806960
CSXT	806979
CSXT	806982
CSXT	806986
CSXT	806990
CSXT	806994
CSXT	806999
CSXT	807000
CSXT	807001
CSXT	807003
CSXT	807006
CSXT	807010
CSXT	807011
CSXT	807015
CSXT	807020
CSXT	807021
CSXT	807022
CSXT	807025
CSXT	807026
CSXT	807027
CSXT	807028
CSXT	807031
CSXT	807033
CSXT	807036
CSXT	807039
CSXT	807043
CSXT	807045
CSXT	807046
CSXT	807050
CSXT	807053
CSXT	807056
CSXT	807057
CSXT	807058
CSXT	807060
CSXT	807063
CSXT	807069
CSXT	807070
CSXT	807071
CSXT	807076
CSXT	807077
CSXT	807087
CSXT	807089
CSXT	807096
CSXT	807098

PNC TRUST NUMBER 3 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	807099
CSXT	807108
CSXT	807111
CSXT	807113
CSXT	807114
CSXT	807116
CSXT	807117
CSXT	807118
CSXT	807119
CSXT	807120
CSXT	807121
CSXT	807124
CSXT	807133
CSXT	807140
CSXT	807146
CSXT	807148
CSXT	807156
CSXT	807161
CSXT	807162
CSXT	807168
CSXT	807169
CSXT	807172
CSXT	807177
CSXT	807178
CSXT	807180
CSXT	807181
CSXT	807184
CSXT	807185
CSXT	807193
CSXT	807202
CSXT	807209
CSXT	807210
CSXT	807215
CSXT	807216
CSXT	807221
CSXT	807223
CSXT	807231
CSXT	807234
CSXT	807237
CSXT	807239
CSXT	807242
CSXT	807243
CSXT	807244
CSXT	807257
CSXT	807258
CSXT	807261
CSXT	807269
CSXT	807270
CSXT	807273
CSXT	807275

PNC TRUST NUMBER 3 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	807285
CSXT	807287
CSXT	807293
CSXT	807295
CSXT	807300
CSXT	807302
CSXT	807303
CSXT	807312
CSXT	807321
CSXT	807326
CSXT	807328
CSXT	807345
CSXT	807349
CSXT	807352
CSXT	807355
CSXT	807356
CSXT	807363
CSXT	807366
CSXT	807368
CSXT	807370
CSXT	807377
CSXT	807378
CSXT	807379
CSXT	807384
CSXT	807388
CSXT	807392
CSXT	807396
CSXT	807399
CSXT	807400
CSXT	807401
CSXT	807408
CSXT	807411
CSXT	807414
CSXT	807416
CSXT	807419
CSXT	807434
CSXT	807439
CSXT	807446
CSXT	807450
CSXT	807451
CSXT	807459
CSXT	807461
CSXT	807465
CSXT	807468
CSXT	807477
CSXT	807478
CSXT	807487
CSXT	807490
CSXT	807491
CSXT	807493

PNC TRUST NUMBER 3 - SEPTEMBER 29, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	807495
CSXT	807499
CSXT	807505
CSXT	807515
CSXT	807520
CSXT	807521
CSXT	807523
CSXT	807526
CSXT	807532
CSXT	807533
CSXT	807537
CSXT	807544
CSXT	807545
CSXT	807549
CSXT	807553
CSXT	807556
CSXT	807558
CSXT	807559
CSXT	807561
CSXT	807563
CSXT	807564
CSXT	807567
CSXT	807568
CSXT	807579
CSXT	807585
CSXT	807586
CSXT	807591
CSXT	807602
CSXT	807603
CSXT	807605
CSXT	807608
CSXT	807612
CSXT	807628
CSXT	807630
CSXT	807631
CSXT	807640
CSXT	807652
CSXT	807653
CSXT	807669
CSXT	807671
CSXT	807680
CSXT	807689
CSXT	807694
CSXT	807696
CSXT	807700
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	445

CAR TYPE TOTAL:

PNC TRUST NUMBER 3 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
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CAR TYPE:	CSXT	704175
GONDOLA	CSXT	704210
	CSXT	704252
	CSXT	704271
	CSXT	704272
	CSXT	704289
	CSXT	704317
	CSXT	704562
	CSXT	704610
	CSXT	704669
	CSXT	704676
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CAR TYPE TOTAL:	11	

PNC TRUST NUMBER 3 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	430445
70-TON WOOD CHIP	CSXT	430446
HOPPER	CSXT	430449
	CSXT	430455
	CSXT	430464
	CSXT	430466
	CSXT	430469
	CSXT	430472
	CSXT	430475
	CSXT	430478
	CSXT	430486
	CSXT	430493
	CSXT	430494
	CSXT	430514
	CSXT	430526
	CSXT	430537
	CSXT	430539
	CSXT	430544
	CSXT	430546
	CSXT	430550
	CSXT	430551
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CAR TYPE TOTAL:	21	



PNC TRUST NUMBER 3 - SEPTEMBER 29, 1989

	NEW INITIAL	NEW NUMBER
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CAR TYPE:	CSXT	432396
100-TON WOOD CHIP	CSXT	432399
HOPPER	CSXT	432400
	CSXT	432402
	CSXT	432403
	CSXT	432404
	CSXT	432405
	CSXT	432406
	CSXT	432408
	CSXT	432409
	CSXT	432411
	CSXT	432412
	CSXT	432414
	CSXT	432415
	CSXT	432416
	CSXT	432417
	CSXT	432419
	CSXT	432420
	CSXT	432421
	CSXT	432422
	CSXT	432423
	CSXT	432425
	CSXT	432427
	CSXT	432428
	CSXT	432429
	CSXT	432430
	CSXT	432431
	CSXT	432432
	CSXT	432433
	CSXT	432434
	CSXT	432435
	CSXT	432436
	CSXT	432437
	CSXT	432438
	CSXT	432439
	CSXT	432440
	CSXT	432441
	CSXT	432442
	CSXT	432443
	CSXT	432444
	CSXT	432445
	CSXT	432446
	-----	-----
CAR TYPE TOTAL:	42	
GRAND TOTAL	519	

SCHEDULE 2A  
to  
Lease and Indenture  
Supplement No. 1

STIPULATED LOSS VALUE  
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to June 15, 2003, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A hereto) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	108.32615590
December 15, 1990	109.35274778
June 15, 1991	107.26885860
December 15, 1991	107.83442741
June 15, 1992	105.32574676
December 15, 1992	105.70272868
June 15, 1993	102.76318535
December 15, 1993	103.02167331
June 15, 1994	99.68447672
December 15, 1994	99.85234192
June 15, 1995	96.09225083
December 15, 1995	96.16927257
June 15, 1996	91.96145623
December 15, 1996	91.99668379
June 15, 1997	85.07031090
December 15, 1997	85.17862447
June 15, 1998	77.72892993
December 15, 1998	77.98415129
June 15, 1999	69.99095018
December 15, 1999	63.39351975
June 15, 2000	61.68322869
December 15, 2000	62.24322734
June 15, 2001	53.08169140
December 15, 2001	53.23907525
June 15, 2002	43.71453504
December 15, 2002	43.99225251
June 15, 2003	33.82267981
December 15, 2003	21.66577437
June 15, 2004	22.52999904

SCHEDULE 2B  
to  
Lease and Indenture  
Supplement No. 1

STIPULATED LOSS VALUE  
(GONDOLA CARS, 70-TON WOODCHIP CARS  
AND 100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to June 15, 2003, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B hereto) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2B shall be applicable in respect of the Gondola Cars, 70-ton Woodchip Cars and 100-ton Woodchip Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	106.95440153
December 15, 1990	107.97258272
June 15, 1991	105.97918528
December 15, 1991	106.56077075
June 15, 1992	104.13434362
December 15, 1992	104.52821397
June 15, 1993	101.67717578
December 15, 1993	101.95194442
June 15, 1994	98.70881503
December 15, 1994	98.89197173
June 15, 1995	95.23240202
December 15, 1995	95.32378332
June 15, 1996	91.22320805
December 15, 1996	91.27116596
June 15, 1997	84.48152380
December 15, 1997	84.59562248
June 15, 1998	77.28488288
December 15, 1998	77.53878217
June 15, 1999	69.69289255
December 15, 1999	61.28135933
June 15, 2000	61.49814897
December 15, 2000	62.17416128
June 15, 2001	53.10970698
December 15, 2001	53.35907120
June 15, 2002	43.92358424
December 15, 2002	44.23269373
June 15, 2003	34.20062945
December 15, 2003	22.20844120
June 15, 2004	23.11999982

SCHEDULE 3A  
to  
Lease and Indenture  
Supplement No. 1

TERMINATION VALUE  
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to June 15, 2003, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	107.91023899
December 15, 1990	108.91702566
June 15, 1991	106.81238818
December 15, 1991	107.35622069
June 15, 1992	104.82476870
December 15, 1992	105.17789496
June 15, 1993	102.21335999
December 15, 1993	102.44566627
June 15, 1994	99.08104127
December 15, 1994	99.22017196
June 15, 1995	95.42997808
December 15, 1995	95.47546360
June 15, 1996	91.23460933
December 15, 1996	91.23522575
June 15, 1997	84.27259361
December 15, 1997	84.34292133
June 15, 1998	76.85343211
December 15, 1998	77.06696386
June 15, 1999	69.03008794
December 15, 1999	62.38690299
June 15, 2000	60.62867866
December 15, 2000	61.13846155
June 15, 2001	51.92431866
December 15, 2001	52.02659052
June 15, 2002	42.44431398
December 15, 2002	42.66154582
June 15, 2003	32.42860727
December 15, 2003	20.20531863
June 15, 2004	20.99999904

SCHEDULE 3B  
to  
Lease and Indenture  
Supplement No. 1

TERMINATION VALUE  
(GONDOLA CARS, 70-TON WOODCHIP CARS  
AND 100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to June 15, 2003, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3B shall be applicable in respect of the Gondola Cars, 70-ton Woodchip Cars and 100-ton Woodchip Cars leased hereunder on the date hereof.



<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	106.37809836
December 15, 1990	107.36883703
June 15, 1991	105.34669032
December 15, 1991	105.89815753
June 15, 1992	103.44017796
December 15, 1992	103.80099339
June 15, 1993	100.91532627
December 15, 1993	101.15381702
June 15, 1994	97.87268225
December 15, 1994	98.01602381
June 15, 1995	94.31474305
December 15, 1995	94.36242709
June 15, 1996	90.21607378
December 15, 1996	90.21607378
June 15, 1997	83.37619004
December 15, 1997	83.43765472
June 15, 1998	76.07177480
December 15, 1998	76.26790807
June 15, 1999	68.36150173
December 15, 1999	59.88657010
June 15, 2000	60.03694239
December 15, 2000	60.64337469
June 15, 2001	51.50602710
December 15, 2001	51.67902700
June 15, 2002	42.16353937
December 15, 2002	42.38883871
June 15, 2003	32.26897340
December 15, 2003	20.18480318
June 15, 2004	20.99999982

SCHEDULE 4B  
to  
Lease and Indenture  
Supplement No. 1

BASIC RENT  
(GONDOLA CARS, 70-TON WOODCHIP CARS  
AND 100-TON WOODCHIP CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	0.00000000
December 15, 1990	3.77065939
June 15, 1991	6.59396576
December 15, 1991	3.72864879
June 15, 1992	6.63597636
December 15, 1992	3.59287660
June 15, 1993	6.77174856
December 15, 1993	3.44442328
June 15, 1994	6.92020188
December 15, 1994	3.28210441
June 15, 1995	7.08252074
December 15, 1995	3.10462497
June 15, 1996	7.26000018
December 15, 1996	2.91056895
June 15, 1997	9.75730624
December 15, 1997	2.59082632
June 15, 1998	10.07704887
December 15, 1998	2.24121973
June 15, 1999	10.42665546
December 15, 1999	10.78460745
June 15, 2000	1.88326774
December 15, 2000	1.44213214
June 15, 2001	11.22574305
December 15, 2001	1.44213214
June 15, 2002	11.22574305
December 15, 2002	1.10117824
June 15, 2003	11.56669695 (arrears)
	12.66787519 (advance)
December 15, 2003	0.00000000

SCHEDULE 4A  
to  
Lease and Indenture  
Supplement No. 1

BASIC RENT  
(OPEN TOP HOPPER CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	0.00000000
December 15, 1990	3.77223418
June 15, 1991	6.69344222
December 15, 1991	3.74644155
June 15, 1992	6.71923485
December 15, 1992	3.60761211
June 15, 1993	6.85806430
December 15, 1993	3.45581599
June 15, 1994	7.00986041
December 15, 1994	3.28984211
June 15, 1995	7.17583429
December 15, 1995	3.10836628
June 15, 1996	7.35731012
December 15, 1996	2.90994060
June 15, 1997	9.88144167
December 15, 1997	2.58437150
June 15, 1998	10.20701077
December 15, 1998	2.22839425
June 15, 1999	10.56298802
December 15, 1999	8.93791698
June 15, 2000	3.85346528
December 15, 2000	1.50765718
June 15, 2001	11.28372509
December 15, 2001	1.50765718
June 15, 2002	11.28372509
December 15, 2002	1.11196552
June 15, 2003	11.67941675 (arrears)
	12.79138227 (advance)
December 15, 2003	0.00000000